



# WASHOE COUNTY

Integrity Communication Service  
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CM/ACM KS  
Finance LE  
DA SH  
Risk Mgt. DE  
HR N/A  
Comptroller KA

## STAFF REPORT

BOARD MEETING DATE: June 27, 2017

**DATE:** June 2, 2017  
**TO:** Board of County Commissioners  
**FROM:** Eric Crump, Operations Division Director  
Community Services Department, 328-2182, [ecrump@washoecounty.us](mailto:ecrump@washoecounty.us)  
**THROUGH:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-3600, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)  
**SUBJECT:** Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and TruePoint Solutions, commencing June 27, 2017 through June 30, 2018, to provide professional consulting services in support of the implementation of an Asset Management Program. [\$331,330]. (All Commission Districts.)

### SUMMARY

The Community Services Department (CSD) is recommending approval of a professional services agreement with TruePoint Solutions, (TruePoint) to provide professional consulting services for the management and implementation of an Asset Management Program.

The County owns and is responsible for maintaining nearly \$2 billion in public infrastructure, including the County roadways, storm drain systems, sewer and treated waste water systems, buildings, parks and vehicles/equipment. Utilizing a comprehensive asset management program is critical in effectively and efficiently managing the County's assets. Currently the CSD is utilizing several different software applications, some of which are out of date and do not operate using current technology and best practices.

The CSD will be utilizing the Asset Management module currently available under the Accela License. TruePoint will be offering professional consulting services to analyze and configure the system, convert existing asset data, create critical reports, GIS configuration, set-up mobile application, train staff, and support a "go live" with the asset management module in Accela. This professional service contract will focus on the following asset groups: roadways, storm drain systems, sewer and reclaimed systems and County buildings/facilities.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

### PREVIOUS ACTION

On May 23, 2017, the Board of County Commissioners (Board) approved the Fiscal Year 18-22 CIP Budget Plan.

AGENDA ITEM #

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On May 17, 2016, the Board approved the FY 17-21 CIP Budget Plan.

**BACKGROUND**

The implementation of a comprehensive asset management system was identified by staff and ultimately approved as a Capital Improvement Project in the FY 17 CIP Plan. Staff observed and participated in numerous presentations and demonstrations for various asset management system providers. Ultimately a decision was made to take advantage of the current asset management module available in Accela. Accela is the selected platform for regional permitting, and utilization of the asset management module is included in the current licensing.

The detailed scope of work for each activity is included in the Professional Services Agreement. **Table 1** lists the focus tasks scheduled for the next 12 months.

**Table 1. Scope of Proposed Work**

**Washoe County - 12 month project**

<u>Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Management	200	\$165	\$33,000
Installation	0	\$165	\$0
Configuration Analysis	240	\$165	\$39,600
System Configuration	280	\$165	\$46,200
Event Scripting Automation	150	\$165	\$24,750
Data Conversion	380	\$165	\$62,700
Report Creation	220	\$165	\$36,300
Training	84	\$165	\$13,860
Accela GIS Configuration	56	\$165	\$9,240
Accela Mobile Office and Mobile App Setup	48	\$165	\$7,920
Interface Analysis for Paver and Scada Imports	48	\$165	\$7,920
UAT and Go Live Prep	120	\$165	\$19,800
Go Live Support	120	\$165	\$19,800
<b>Service Totals</b>	<b>1,946</b>		<b>\$321,090</b>
Travel Expenses		Travel On-site	
Travel and Expenses as incurred	12	Trips Costs	days Per Day
		12 \$320	40 \$160
			<u>\$10,240</u>
		<b>Project Budget</b>	<b><u>\$331,330</u></b>

Utilizing a professional consultant with experience in implementing Accela's asset management module, will help ensure the best configuration of the asset management system. It will also help ensure Washoe County is utilizing best practices and the latest technology to make good strategic decisions on the management of the County's assets.

TruePoint is a certified implementation partner for Accela Inc., and has expertise and experience working with governmental agencies on implementing asset management systems. TruePoint is also a Esri Silver Partner. The County's Technology Services Department currently uses Esri for Geographic Information System (GIS) software and geodatabase management applications, and GIS is a key element of the asset management system.

### **FISCAL IMPACT**

Funding for this professional services agreement is included in the FY17 and FY18 Capital Improvement Fund (402) in project PW920591 in the amount of \$100,000 for each fiscal year. The balance of \$131,330 for the contract will be provided from the Utilities Fund (566):

<u>FY17 Funding</u>		<u>Amount</u>
PW920591-710100	CSD Asset Management Software	\$100,000
CC664500-710100	Reclaim Water Operations	\$ 43,777
CC664950-710100	Non-Operating/R&R Construction Sewer	\$ 87,553
<u>FY18 Funding</u>		<u>Amount</u>
PW920591-710100	CSD Asset Management Software	\$100,000

### **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve an Agreement for Professional Consulting Services between Washoe County and TruePoint Solutions, commencing June 27, 2017 through June 30, 2018, to provide professional consulting services in support of the implementation of an Asset Management Program [\$331,330].

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be "Move to approve an Agreement for Professional Consulting Services between Washoe County and TruePoint Solutions, commencing June 27, 2017 through June 30, 2018, to provide professional consulting services in support of the implementation of an Asset Management Program [\$331,330]."

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and TruePoint Solutions. ("Consultant"), collectively (the "Parties").

### WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the "Asset Management Program" (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in **Exhibit "A", Scope of Work** (the "Services"); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

### ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be June 27, 2017.

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than June 30, 2018, unless this Agreement is terminated sooner in accordance with its terms.

### ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A, Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Consultant prior to acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement, unless waived in writing by the County.

### ARTICLE 3 - COMPENSATION

#### 3.1 Compensation for Services

For Services defined in Section 1 above, Consultant's compensation shall be determined on a time and material basis, in accordance with the **Fee Schedule described in Exhibit "B"**, which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the sum of **\$331,330**. Consultant shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation

and the fee schedule described in Exhibit B. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Consultant. Renegotiated fees are subject to approval by County's Board of County Commissioners. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

### 3.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

### 3.3 Methods and Times of Payment

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within forty-five (45) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after forty-five days.

### 3.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

## ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than June 30, 2018. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

## ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

## ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. In addition, Consultant shall not be responsible for the failure of any other consultant, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards. Consultant shall notify County of any apparent unsafe conditions, methods or procedures that the Consultant may observe at the project site.

## ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, including over any other consultants', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

## ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used by Consultant. County shall have the right to observe such performance. Consultant shall work closely with County in performing Services under this Agreement.

## ARTICLE 9 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Services.

## ARTICLE 10 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Consultant and is necessary to complete the Project. County shall assist Consultant in obtaining access to public and private lands so Consultant can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Consultant.

## ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by County.

## ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be

expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

#### ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

#### ARTICLE 14 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

To County:

David Solaro, Director  
Washoe County Community Services  
1001 East 9<sup>th</sup> Street  
Reno, NV 89512

To Consultant:

Keith Hobday, Implementation Director  
TruePoint Solutions  
3262 Penryn Rd., Suite 100-B  
Loomis, CA 95650

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

#### ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations

under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant shall be in state district court in Washoe County, Nevada.

#### ARTICLE 17 - MISCELLANEOUS

##### 17.1 Nonwaiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

##### 17.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

##### 17.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Consultant's work described in Exhibit A – Scope of Work, is entitled to reasonable costs and attorneys' fees.

#### ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless

otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

#### ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

#### ARTICLE 20 - ASSIGNMENT

Neither County nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

#### ARTICLE 21 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

#### ARTICLE 22 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their activities. **Exhibit “C” Insurance Specifications** is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

#### ARTICLE 23 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

Consultant agrees to indemnify, hold harmless and defend County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of the Consultant (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of Consultant, to the full extent allowed by law.

More specifically and without limitation to the foregoing, in recognition of the limitations provided in NRS 338.155, Consultant is not required to defend County and the employees, officers and agents of the County with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of Consultant which are based upon or arising out of the professional services of Consultant. However, if Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the County, as reimbursement for the attorney's fees and costs incurred by County in defending the action, by Consultant in an amount which is proportionate to the liability of Consultant.

**ARTICLE 24 - ORGANIZATION'S CERTIFICATION**

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONSULTANT:

Dated this \_\_\_ day of \_\_\_\_\_, 2017

Dated this \_\_\_ day of \_\_\_\_\_, 2017

By \_\_\_\_\_  
Bob Lucey, Chair  
Washoe County Commission

By \_\_\_\_\_  
Kent Johnson, CEO  
TruePoint Solutions

## EXHIBIT A

### SCOPE OF SERVICES

#### 1.0 Objectives of the Project

Contractor (TruePoint Solutions) will manage and implement the project, in accordance with the methodology described herein, to enable the Agency to utilize Accela, Inc's *Accela Automation* suite of software products (Licensed Software). In fulfilling their respective obligations as described in this Schedule and the resulting implementation plans, Contractor and Agency (Washoe County) agree to use all commercially reasonable efforts to perform in accordance with the respective plans and schedules.

This project will use a joint team approach to collaboratively configure and implement the Accela Automation software. The system will be implemented using a combination of resources from the Agency and TruePoint team. This will ensure the Agency is prepared to maintain the system going forward by having hands on experience during the configuration. The following sections describe the proposed implementation services for the Agency in detail. The project will include the following Agency departments, Accela modules and add-on products:

#### Departments

- Roads (Segments, Ditches, Signs, Pipes, Basins)
- Sewer (Main, MH, Lift Stations, Service Lines, Reclaimed)
- Facilities (Buildings, HVAC, Boilers, roofs, cooling towers)

#### Accela Products

- Accela Automation; Asset Management Module
- Accela Mobile Office/APPS
- Accela GIS

#### **Critical Success Factors**

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Agency and Contractor team identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - The TruePoint team will make all reasonable efforts to transfer knowledge to the Agency. It is critical that Agency personnel participate in the analysis, configuration and deployment of Accela Automation in order to transfer knowledge to the Agency. After the post production assistance tasks are completed by the TruePoint team, the Agency will be responsible for supporting Accela Automation. The Agency will receive basic support thru the Accela Customer Research Center (CRC). This support will be defined in more detail in your Maintenance agreement. The Agency will also have the option to purchase additional services thru TruePoint.

Key knowledge transfer areas include:

- Configuration
- Scripting

- Batch scripts
    - Interfaces
    - Event Management Scripts
  - Reports and Forms
- **Dedicated Agency Participation** – The TruePoint team fully understands that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the Accela Automation implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. The TruePoint team will communicate insufficient participation of Agency and Contractor team resources through Project Status Reports with real and potential impacts to the project timeline. The TruePoint team will work the project sponsors and department leaders to determine appropriate team member involvement. This could range from full-time during early analysis restart meetings to part-time during the technical implementation phase.

## 2.0 Project Personnel

- 2.1 Contractor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Agreement. If, during the course of the implementation of this Agreement, it becomes necessary for the Contractor to change the person assigned as Contractor's Project Manager, Contractor will notify Agency in writing. The following positions on the Contractor's project team are identified as Contractor Key Roles:

### Project Manager

- Responsible for successful project implementations by managing project scope, project deliverables, project resources, project communication, project timelines, and project risk
- Responsible for transition to support

### Business Analysts

- Act as subject matter experts for the product
- Define and document data requirements and mapping elements, and configuration requirements through the product overviews and business process discovery
- Perform testing and work with clients on user acceptance testing
- Train the clients and periodically update user documentation
- Support during project completion through transition

### Implementation Specialists

- Responsible for data migration and importing templates into the System's data structure
- Responsible for developing reports, extracts, and interfaces for the project team

- 2.2 Contractor's Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project. Contractor's Project Manager will provide leadership to both Contractor and

Agency personnel engaged in the Project implementation, and will coordinate all administrative and technical decisions on the project.

- 2.3 Contractor's Project Manager will coordinate all of Contractor's on-site and off-site personnel working on the Project. The Contractor Project Manager will schedule Contractor implementation team resources and work with the Agency's Project Manager to ensure that the Agency's team is available for planned activities.
- 2.4 Agency will designate a Project Manager to serve as the primary point of contact with Contractor during the execution of the Project. If, during the course of the implementation of this Agreement, it becomes necessary for the Agency to change the person assigned as Agency's Project Manager, Agency will notify Contractor in writing.

### **3.0 Agency Responsibilities**

- 3.1 The Agency's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of Data Conversion Services. Agency's Project Manager will be available to Contractor Project Manager as needed to enable Data Conversion Services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of Data Conversion Services as reasonable requested by Contractor's Project Manager.
- 3.2 The Agency will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.
- 3.3 Agency will ensure that End Users who participate in Training have the background and experience required to enable them to understand the training and learn how to use the Software, including operation of workstations in a MS Windows environment.
- 3.4 Agency will provide a training room to accommodate up to twelve students and one trainer, each with their own PC.
- 3.5 The Agency is responsible for meeting the information technology infrastructure needs of the project, including procuring and licensing all hardware and software products, other than the software provided by Contractor, required for the Project. Contractor will provide advice and guidance as necessary to assist Agency in acquisition and configuration of infrastructure resources. Depending on the nature and extent of such assistance to be provided by Contractor, Contractor's technical services may be billable at then-current rates. Before any non-contract technical services charges are incurred, Contractor will provide a formal quote for said services, which will be managed through the Change Request process.
- 3.6 The Agency shall provide access to business, operational, and technical data for its environment, as necessary to meet the objectives of this Project. The Agency shall provide the necessary extracted data in the agreed upon intermediate format required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.
- 3.7 The Agency is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.
- 3.8 The Agency shall be responsible for participating in the Product Overview sessions; Contractor-led 'Train-the-Trainer' sessions; identifying Agency subject

matter experts responsible for defining and documenting the Agency business process using the Contractor product suite; and providing training resources to conduct the End-User Training sessions in the Agency offices prior to system deployment.

- 3.9 The Agency shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the Agency. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.

#### **4.0 Place of Performance**

Contractor will perform project work at its own locations as well as in Agency offices. Agency will make available such office space and meeting space as is reasonably required for Contractor staff to perform their work.

#### **5.0 Project Management Plan**

Contractor Project Manager, with the assistance and consultation of the Project Management Team, will develop a Project Plan to include the following components:

- 5.1 **Project Schedule:** The Contractor and Agency Project Managers shall conduct a joint review of the Project Schedule during the initial stages of the project. Once the Project Schedule is agreed by the Project Management Team it will become the primary tool used to guide the project team, monitor, and control the project.

The Project Schedule will be reviewed and updated by the project management team on a regular basis in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the accepted Project Schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either Project Manager will be handled in accordance with the Change Control Plan.

- 5.2 **Issue Management Plan:** A high-level description of how issues will be classified, logged, and resolved. This plan should include a template of the form to be used for logging issues and their resolutions.
- 5.3 **Resource Plan:** A description of the roles and responsibilities (task responsibility matrix) of individuals whose efforts will be required to sufficiently staff the Project, as well as a description of how other personnel and non-personnel resources will be allocated and deployed for successful completion of the Project.
- 5.4 **Communication Plan:** A description of the communication procedures, reporting requirements and formats, and issue escalation process to be used in communications between Contractor and the Agency during the execution of the Project.

#### **6.0 Project Initiation**

- 6.1 Contractor will schedule a project kickoff meeting to initiate the project restart.

- 6.2 Contractor will conduct review sessions demonstrating the features of the Software and will review how the Software will be configured to meet the Specifications. The purpose of these sessions is to:
- a. Identify all product configurations necessary to enable functionality to meet defined requirements;
  - b. Identify business processes changes required to be adopted by the Client in order to deploy the software; and
  - c. Familiarize Client resources with the software for ultimate production usage – as introductory informal training

**7.0 Project Services Budget**

**Washoe County - 12 month project**

Task	Hours	Rate	Amount	
Project Management	200	\$165	\$33,000	Standard PM time for the duration of the project
Installation	0	\$165	\$0	Asset Management Solution already installed
				<b>Phase 1:</b>
				Roads (Segments, Ditches, Signs)
				Sewer (Main, MH, Lift Stations, Service Lines, Reclaimed
Configuration Analysis	240	\$165	\$39,600	Facilities (Buildings, HVAC, Boilers)
				Configuration for Asset Types, Work Orders, PM, Costing,
				Condition Assessment for the Asset types and
System Configuration	280	\$165	\$46,200	departments listed above.
Event Scripting Automation	150	\$165	\$24,750	
				MaintStar/Paver
				MP2
Data Conversion	380	\$165	\$62,700	Facility Dude
Report Creation	220	\$165	\$36,300	Standard system outputs and performance metrics
Training	84	\$165	\$13,860	Train the Trainer Approach
Accela GIS Configuration	56	\$165	\$9,240	Configuring Accela GIS
Accela Mobile Office and Mobile App Setup	48	\$165	\$7,920	Work Orders in the field
				This time is budgeted to determine the level of effort for
				possible 3rd part integrations. Additional interface
Interface Analysis for Paver and Scada Imports	48	\$165	\$7,920	development costs if needed will be determined from the
				Analysis
UAT and Go Live Prep	120	\$165	\$19,800	System Testing and go-live prep
Go Live Support	120	\$165	\$19,800	Onsite support for go-live
<b>Service Totals</b>	<b>1,946</b>		<b>\$321,090</b>	

Travel Expenses	On-Travel site			Per Day	Total
	Trips	Costs	days		
Travel and Expenses as incurred	12	\$320	40	\$160	\$10,240
<b>Project Budget</b>					<b>\$331,330</b>

**Notes**

This estimate implies that the County will play a hands on role in implementation service activities.  
 This is a Time and Materials quote with monthly billings as time is incurred on tasks

**8.0 PAYMENT TERMS:**

The Agency will compensate Contractor monthly as time is incurred on tasks. The budget for the project is defined above. Invoices for services will be sent monthly at the end of the month for work completed that month.

TruePoint will use its best efforts to complete the project in less hours than the estimated budget. If the scope increases TruePoint will not exceed the total estimated amount of this contract without the prior approval of Customer.

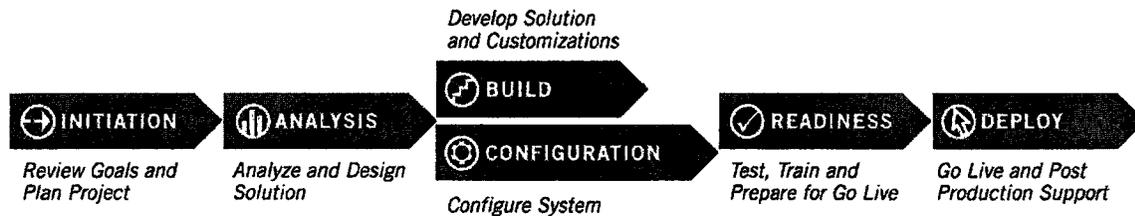
**EXPENSES:**

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency. Contractor will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Contractor

will work with Agency to manage and control its expenses in accordance with the Agency travel policy. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past engagement experience and are estimated at **\$10,240**.

## 9.0 **Task Breakdown**

The following diagram depicts the implementation process, broken down into six project stages:



### **Task 1 Project Management as described in section 5.0 above**

#### **Task 2 Project initiation**

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and Contractor team expectations regarding the implementation. During the Project Restart, the Contractor team will create a project plan with a critical path summary, as well as review, in conjunction with the Agency project staff, all project milestones and deliverables that detail the effort described for this engagement. The draft of the project plan will be incorporated into a Master Project Plan that will be maintained by the Contractor team and the Agency.

A Project kickoff meeting will also take place during this project stage.

#### **Task 3 Accela HOSTED Setup and Installation**

The Accela environment is already in place. Contractor will perform a check to verify all project components are in place.

#### **Task 4 Configuration Analysis**

During the Configuration Analysis stage, the contractor will conduct interviews with key representatives from Agency offices involved in the asset management process for each department.

During these configuration analysis workshops the contractor will:

- Review the business needs for assets to manage. Document Asset types and data elements to track.
- Review business needs for work orders, preventative maintenance, and cost accounting
- Review business needs for condition assessment of assets.
- Review and document intake requirements, forms, and data fields for each work order process type
- Collect and document output requirements (documents/letters/reports).
- Document integration needs to other systems.

The contractor will develop specific System Configuration Documentation to be used as a

roadmap for the configuration of the Accela automation system.

**Agency Responsibilities:**

- Provide timely responses to the Contractor teams requests for information
- Arrange for the availability of appropriate technical computing environment and system analysts to support the Configuration Analysis activities.
- Make available the appropriate Agency key users and content experts to participate in the Configuration Analysis.
- Provide information and data in the formats specified that will be needed for system setup and application configuration.

The Configuration Analysis Document will be accepted when the Contractor Team and the Agency agree that each business process has been appropriately documented in the configuration document. Acceptance must be completed prior to moving forward with any re-configuration.

***Task 5 System Configuration***

The contractor will provide professional services to configure Accela Automation in accordance with requirements established and agreed upon during the System Configuration Analysis effort. Based on the System Configuration Document, the contractor will configure the Asset types and Work Orders and other components in Accela Automation. The contractor team will involve Agency staff in the configuration as part of the Accela Automation Administration training.

Event Scripts will also be discussed and addressed as part of the configuration task. The typical use of an Event Scripts would include automation of business process or email notifications. The requirements for scripts will be determined during Business Analysis.

The deliverable from the System Configuration will be Accela Automation system configured in accordance with the System Configuration Document specifications. The Contractor team has estimated 280 hours for system configuration.

**Agency Responsibilities:**

- Identify and make available staff members who will work with the Contractor team through this process and take responsibility for providing information for and validating the Record types to be configured.
- Arrange the time for qualified decision makers and business experts for the design review/configuration analysis sessions that are critical to project success.
- Unit testing and final system testing of the configuration.

The Agency will test the configured system for purposes of validating the configuration. The configuration will be accepted when the contractor and the Agency agree that all requirements, objectives, and scope have been appropriately defined in each asset type per the configuration document. Acceptance will also be based on the Agency's assessment that the transfer of knowledge on configuration functionality and techniques was adequate for Agency IT staff to perform configuration activities on their own.

### ***Task 6 Event Script Development***

During the configuration analysis phase of the implementation project, the contractor will identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) script development. The contractor will work with key Agency project stakeholders to identify the business rules/processes to be automated. The scripts developed by the contractor can be used as models whereby Agency staff can develop and modify additional EMSE scripts as needed.

The contractor team has estimated 150 hours from the Event Scripting cost category.

#### **Agency Responsibilities:**

- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success.
- Identify resources that will learn EMSE scripting tools and approaches for ongoing maintenance.
- Verify the Event Script Specification meets the intended business requirement.
- Allocate the time for qualified personnel to test the script for acceptance.

### ***Task 7 Integration to Other Systems***

An assessment will be performed to determine the level of effort for possible 3rd part integrations. Additional Interface development costs if needed will be determined from the Analysis.

### ***Task 8 Legacy System Data Conversion***

The conversion of historic data from the existing database is one of the most significant aspects of a project when migrating from one system to another. The required data mapping effort will be conducted by the contractor working directly with Agency personnel. The contractor will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of the Agency's historical data into Accela Automation. Once the data mapping has been defined, The Contractor team will ask that a representative of the Agency sign off on the data maps.

The contractor will load the data based upon the data maps specification agreed to by the Agency using the standard legacy conversion tool. The Contractor team will be responsible for the data conversion programs to load data to the Accela Automation database in the Test and Production Environment. The Contractor team has estimated 440 hours of data migration efforts for the conversion process.

The Conversion task will be accepted when the contractor and the Agency agree that each the conversion routines have been tested and are working properly. A final conversion will also be run over the go live weekend.

#### **Data Conversion Assumptions**

- **“As-Is” Approach:** “As-is” means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation “As-Is”. All data cleanup must occur prior to execution into Accela Automation.

- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela's Extract, Translate and Load ("ETL") toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.

Contractor Responsibilities:

- Provide conversion routines to load data into that Accela legacy system staging table
- Run the legacy system conversion tool to migrate historical data into the Agency's AA test database environment and eventually production environment.
- Validate the successful completion of the migration of historical data into the Agency test and production environments.

Agency Responsibilities:

- Providing the legacy data source in an accepted format.
- Assist in the creation of a data mapping document and provide knowledge transfer of the Legacy data structure.
- Assist in the execution of the data conversion program and provide access to environments as needed
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Automation

**Task 9 Reports Development**

A proven strategy that combines the use of the Accela Automation Quick Queries, custom reports developed by the contractor that include run-time parameters to allow similar reports to be combined, and the development of other reports by the Agency after training, can ensure that all required reporting requirements are met.

There are 220 hours budgeted for the creation of a customized reports. The contractor will create as many reports as possible for this budget but will also focus on providing assistance to Agency staff on creating reports. TruePoint will provide the Agency access to any reports from our report library. Basic training on the database schema and report creation techniques will be covered in the training budget.

Agency Responsibilities:

- Make available the appropriate key users and content experts to participate in the report specification.
- Provide information and data in the formats specified by contractor that will be needed for agreement on the Deliverable.
- Make available the appropriate key users and content experts to participate in the report development and validation activities.

**Task 10 Add-On Product - Accela GIS**

The contractor will install and configure Accela GIS to link and leverage existing Agency ArcGIS Server information, including assistance with establishing the map service to be used in conjunction with Accela GIS.

During AGIS installation, the contractor will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Contractor technical staff will validate the proper installation and configuration of the Accela AGIS environment.

#### Contractor Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed.
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Automation system.
- Assist the Agency in identifying and developing Proximity Alerts and Dynamic Themes

#### Agency Responsibilities:

- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide Contractor team with network access for remote installation and testing.
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.

#### **Task 11 Accela Mobile Office/APPS**

Contractor will configure the Accela Mobile Office application. As part of this deliverable Contractor will perform the setup tasks required to ensure Accela Mobile Office interfaces with Accela Automation in both a test and production environment. Using Accela Mobile Office, an Agency inspector can perform activities such as:

- Complete Work Orders in either store/forward or wireless mode
- Create or Review asset information in the field

In terms of specific output, the following will be executed for this deliverable:

- Demonstration of operation system to upload and download Inspections

#### Contractor Responsibilities:

- Install Accela Mobile Office on Agency Accela supported hardware and/or Accela Work Crew APP
- Test Accela Mobile Office functionality

#### Acceptance Criteria:

- Demonstration of operation system to upload, result and download Inspections of field devices

#### **Task 12 Training**

**Administrative and Train the Trainer Training:** The contractor will provide up to 96 hours of on-site and/or remote WebEx training sessions for the following areas: Daily Activities, Administrator, Event Scripting, Report Schema, and System Maintenance. Training hours will be distributed among the training categories as mutually agreed by contractor and the Agency project stakeholders. Training will be train-the-trainer or actual administrator training depending on the class. The Agency Project Manager will identify those individuals to be trained in each of the above categories. These training classes will be scheduled throughout the implementation process as appropriate.

A possible breakdown of the training activities could be:

Class Title & General Components	Class Length	Recommended Participants
Core Team Introduction to Accela	1 days	Core implementation Team
System Admin Training including basic ESME	3 days	System Administrators
Report Writing for Accela Automation	1 days	Report Writers
Event Script Training	1 day	System Administrators
Train the Trainer Training	1 days	Agency Trainers
End User Training Support	4 days	Agency Trainers and End Users

**Contractor and Agency Responsibilities:**

- Properly select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.

***Task 13 User Acceptance Testing***

This task is comprised of the assistance the contractor will provide to allow the Agency to accept that the solution meets the requirements as documented in the configuration documents and tasks above. The contractor will assist the Agency in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

The contractor will provide oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the Agency devote ample time and resources to his effort to ensure that the system is operating per specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

The contractor will provide assistance to the Agency as needed by providing User Acceptance Testing (UAT) support and facilitating completion of UAT. The contractor will address and rectify issues discovered during the UAT process as Agency staff executes testing activities. The Contractor team has estimated 120 hours from the UAT cost category for this task.

If the Agency does not devote adequate time and staffing to UAT in order to completely test the solution, the team may opt to postpone go-live resulting in possible change orders.

In terms of specific output, the following will be executed for this deliverable:

- Resolution of configuration issues resulting from Agency End User Testing.
- Fully-tested system that is ready to move to a production environment.

**Contractor Responsibilities:**

- Provide recommendations on testing strategy and best practices.
- Resolution of issues as a result of User Acceptance Testing activities.

Agency Responsibilities:

- Provide timely and appropriate responses to contractor's request for information.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance test plan.
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

***Task 14 Production Prep and Go Live Support***

Production is defined as the first production use of the system. The contractor will be on site during the cutover process and has estimated 120 hours of support for the Agency end users and project team.

At the end of the support period, a formal meeting will be scheduled with the Agency, contractor, and Accela CRC for the purpose of transitioning support of the Agency to Accela CRC.

**Washoe County - 12 month project**

<u>Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Management	200	\$165	\$33,000
Installation	0	\$165	\$0
			Standard PM time for the duration of the project
			Asset Management Solution already installed
Configuration Analysis	240	\$165	\$39,600
			Phase 1: Roads (Segments, Ditches, Signs) Sewer (Main, MH, Lift Stations, Service Lines, Reclaimed Facilities (Buildings, HVAC, Boilers)
System Configuration	280	\$165	\$46,200
Event Scripting Automation	150	\$165	\$24,750
			Configuration for Asset Types, Work Orders, PM, Costing, Condition Assessment for the Asset types and departments listed above.
Data Conversion	380	\$165	\$62,700
Report Creation	220	\$165	\$36,300
Training	84	\$165	\$13,860
Accela GIS Configuration	56	\$165	\$9,240
Accela Mobile Office and Mobile App Setup	48	\$165	\$7,920
			MaintStar/Paver MP2 Facility Dude Standard system outputs and performance metrics Train the Trainer Approach Configuring Accela GIS Work Orders in the field
Interface Analysis for Paver and Scada Imports	48	\$165	\$7,920
UAT and Go Live Prep	120	\$165	\$19,800
Go Live Support	120	\$165	\$19,800
<b>Service Totals</b>	<b>1,946</b>		<b>\$321,090</b>
			This time is budgeted to determine the level of effort for possible 3rd part integrations. Additional Interface development costs if needed will be determined from the Analysis
			System Testing and go-live prep Onsite support for go-live

<u>Travel Expenses</u>	<u>Trips</u>	<u>On-site Costs</u>	<u>Per Day</u>
Travel and Expenses as incurred	12	\$320	\$160
<b>Project Budget</b>			<b>\$331,330</b>

**Notes**

This estimate implies that the County will play a hands on role in implementation service activities. This is a Time and Materials quote with monthly billings as time is incurred on tasks

## Exhibit C

### INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS WASHOE COUNTY ASSET MANAGEMENT IMPLEMENTATION

#### INDEMNIFICATION

##### CONTRACTOR Liability

As respects acts, errors or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this agreement.

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-contractor in the performance of their CONTRACTOR services under the Agreement.

##### General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-contractor, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

#### GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and Professional Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

#### INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

### **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

CONTRACTOR will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONTRACTOR goes out of business during the term of this Agreement or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

#### **VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### **SUB-CONTRACTORS**

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.

#### **MISCELLANEOUS CONDITIONS**

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.